

**AGREEMENT BETWEEN
SPALDING COUNTY, GEORGIA AND BOARD OF COMMISSIONERS OF THE
CITY OF GRIFFIN FOR USE OF INMATE WORK DETAILS**

THIS AGREEMENT is entered into this ___ day of _____, 20___, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as the "Spalding County"), and BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, a department, agency or subdivision of the State of Georgia, (hereinafter referred to as the "Agency"),

W ITNESSETH:

WHEREAS, the Agency wishes to utilize inmate work details ("Details") for services on public works projects of The City of Griffin; and

WHEREAS, Spalding County is willing and able to provide the Details to the Agency, under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows;

1. OBLIGATION OF SPALDING COUNTY

- a. During the term of this Agreement, Spalding County shall supply the Agency, subject to the availability of State Inmates, with two (2) Details, consisting of two (2) full-time Correctional Officers and not more than six (6) inmates.
- b. In performing the work called for under this agreement:
 - The Details shall work an eight (8) hour day, Monday through Friday, this including transportation to and from the work site from Spalding County Correctional Institution, hereinafter referred to as "SCCI".
 - The Details may work outside of such hours due to inclement weather or other emergency conditions, if the Agency requests and the Warden at SCCI agrees.

- The details will be allotted a maximum of 15 work days per year for mandatory training, sick leave or scheduled Annual (Vacation) leave.
- c. Spalding County shall be solely responsible for the custody, discipline and productivity of the Details, and for providing clothing and health care to the Details.
- d. Spalding County shall be responsible for transporting the Details between SCCI and designated work sites.

2. RESPONSIBILITIES OF THE AGENCY.

- a. The Agency shall furnish all equipment, tools, safety equipment, and transportation vehicles for the Details between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicle, and shall be solely responsible for replacement or repair of same. The agency shall provide, at its sole cost, automobile insurance for the transportation vehicles supplied to SCCI under this agreement. The vehicle shall be equipped with a mobile radio for the exclusive use of the Correction Officer, capable of communicating with law enforcement agencies and emergency medical personnel.
- b. The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Details. The sole responsibility for directing, controlling and supervising said Details shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officer for the Details in question; who shall then direct the work of the Details accordingly.
- c. In consideration of the work to be performed by the Details under this Agreement, the Agency shall pay to Spalding County the following;
 - i. An amount equal to the salary, including fringe benefits, of two (2) Correctional Officers. Spalding County will provide the Agency with a schedule of said salary and fringe benefits. Spalding County will provide the Agency with a monthly invoice for this cost, which shall name the Correctional Officers in question and the salary, including fringe

benefits. If Officers exceed the 15 day per year allowance for mandatory training, sick leave or annual leave the monthly invoices will be adjusted for the time the Officers are Leave Without Pay. Invoices will be mailed to:

City of Griffin
Post Office Box T
Griffin, Georgia 30224

- d. To the extent allowed by law, The Agency shall be solely responsible for, and shall hold harmless SCCI, Spalding County, its elected officials, officers, agents, employees and representatives from any and all damages or injuries caused to person or property and from suits, claims or damages of any nature whatsoever resulting from the execution of this contract, unless said suit or claim arises solely out of the negligence of Spalding County.

3. TERM; RENEWAL; TERMINATION.

- a. This Agreement shall be for a term beginning the 1st day of August 2015, and ending the 30th day of June 2016, unless earlier terminated in accordance with Section 3.
- b. This Agreement shall automatically renew for additional terms of one (1) year unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.
- c. Either party may terminate this Agreement upon ten (10) days, written notice (given pursuant to Section 4.a herein) for the default of the other party.
- d. Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to the other party.

4. MISCELLANEOUS.

- a. All notices, demands, and request which may or are required to be given hereunder shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If intended for Spalding County:

Spalding County Board of Commissioners
P.O. Box 1087
Griffin, Georgia 30224

If intended for SCCI:

Spalding County Correctional Institution
Attention Warden
295 Justice Boulevard
Griffin, Georgia 30224

If intended for the Agency:

Board of Commissioners of City of Griffin
Post Office Box T
Griffin, Georgia 30224

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

- b. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Georgia.
- c. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement may not be amended except by a writing signed by both parties.

WHEREFORE, the parties have set their hands and seals as of the date first above written.

THE AGENCY:

By: _____

Typed Name: Kenny L. Smith

Witness: _____

APPROVED AS TO FORM

THIS 19th DAY OF June, 2015

BY: Andrew J. Whalmsley III
CITY ATTORNEY

By: _____

Typed Name: Douglas S. Hollberg

Witness: _____

SCCI WARDEN:

By: Carl Humphrey

Typed Name: Carl Humphrey

Witness: Rachael E. Gibson

SPALDING COUNTY

By: Rita Johnson

Typed Name: Rita Johnson

Witness: Rachael E. Gibson